

# **Electronic Distribution Show 2023**

## **Contract Terms & Conditions**

The UNDERSIGNED (the "Participant") agrees to this EDS 2023 Contract Terms & Conditions for participation in the Electronic Distribution Show 2023 (EDS 2023). The UNDERSIGNED agrees to pay the fees set forth by the Electronic Distribution Show Corporation ("EDSC"), and agreed upon by both parties in writing, for sub-letting space at The Mirage Hotel, 3400 S Las Vegas Blvd. Las Vegas, NV 89109.

### **TERMS & CONDITIONS /**

A / This contract is binding only when executed by the Participant and EDSC. Upon such execution and upon payment of all applicable fees, the Participant shall become a participant of EDSC.

B / Participant agrees to pay the balance of all fees as determined by the Board of Directors and agreed to by Participant in writing and to be bound by the provisions of this contract.

C / Participant understands that the fees indicated in this contract are only for EDS participation fees and standard furniture packages as agreed to by Participant in writing. Participant agrees to pay all additional charges not contracted for with EDSC to the Mirage Hotel and/or Show Decorator for any labor, decorating, room rental and other charges agreed to in writing and incurred by Participant.

D / Participant agrees that if the requested Display Unit, Conference Unit, Euro Suite, Hotel Suite or Meeting Room is not available, an available Display Unit, Conference Unit, Euro Suite, Hotel Suite or Meeting Room (as the case may be) shall be assigned to them and any additional fee required will be paid to EDSC upon written request. Payments made in excess of revised charges will be refunded.

E / The products and/or services listed by the Participant are sold by and under Participant's name and brand or with the written authority of the owner of the name and brand. Participant agrees to make a copy of such written authority available to EDSC upon written request and represents that such products and/or services are sold to distributors for resale or for use in their business.

F / If more than one division or subsidiary of a company uses a Display Unit, Conference Unit, Euro Suite, Hotel Suite or Meeting Room, each will pay a participation fee, but the total fee will not be less than the designated fee for that space unit.

G / LIABILITY. Participant agrees to indemnify, protect, save and keep EDSC, any hotel, convention hall and any other facility in which exhibit booths, euro suites, hotel suites, or conference units are assigned by EDSC and their respective Directors, Officers, Agents, Employees, Volunteers and Representatives forever harmless from any damage charges or liability imposed for violation of any law or ordinance, whether or not occasioned by the negligence of the Participant or those holding space under or through the Participant. EDSC, any hotel, convention hall and any other facility in which exhibit booths, euro suites, hotel suites, or conference units are assigned by EDSC and their respective Directors, Officers, Agents, Employees, Volunteers and Representatives shall not be responsible for, and Participant shall at all times indemnify and hold them harmless against any and all loss, costs, damages, liabilities, causes of action, debts, or expenses arising from or by reason of any injury to Participant, their employees, agents, guests, or anyone else or for the loss of or damage to any goods or property from any cause whatsoever while in transit to or from or while in such hotels, convention halls or other facilities.

H / THIS CONTRACT MAY BE CANCELED /

- (i) By EDSC in the event that, prior to the date of EDS, Participant ceases to be eligible in accordance with the EDSC By-Laws, or
- (ii) In the event Participant fails to pay, when due, the balance of their fees, or
- (iii) By Participant in the event they are unable to occupy or use their space at EDS.

I / If Participant (a) ceases to be eligible in accordance with the EDSC By-Laws or (b) is unable to occupy or use the space contracted for herein, Participant will promptly notify EDS in writing and cancel their contract. In the event Participant cancels their participation in EDS or cancels a portion of the space for which they have contracted, it is agreed that EDSC shall, within a reasonable time after cancellation, refund a portion of the Participation Fee in accordance with the following schedule:

- **Prior to March 15, 2023: Full refund of the Participation Fee less \$100 processing fee**
- **After March 15, 2023: NO Refund of the Participation Fee**

However, if the event is cancelled by EDSC or as a result of a Federal, state or city/county government order or by the event venue, EDSC will refund the full, paid amount of the Participation Fee less a \$100 processing fee.

This Agreement sets forth the entire understanding, and hereby supersedes any and all prior agreements, oral or written, heretofore made, between the parties with respect to the subject matter of this Agreement, and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, express or implied, affecting this instrument that are not expressly set forth herein.

**PARTICIPANT:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ELECTRONIC DISTRIBUTION SHOW CORPORATION (“EDSC”):**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_